

PATTERSON

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

COACH SERVICES, INC.,

Civil Action No. 07-cv-08354 (RPP)

Plaintiff,

v.

VANI U.S.A. INC.,  
LA VANI INC., GUANGZHOU HUANI  
CO. LTD. and GUANGZHOU  
WEINI LEATHER CO. LTD.,

Defendants.

X

**FINAL JUDGMENT ON CONSENT AGAINST DEFENDANTS**  
**VANI USA AND LA VANI**

Plaintiff, COACH SERVICES, INC. ("Coach"), having filed a Complaint, and defendants VANI USA, INC. ("Vani USA") and LA VANI INC. ("LA Vani") each having been duly served with the Summons and Complaint, and defendants Vani USA and LA Vani having answered the Complaint through counsel, and the Court having previously entered a Final Judgment, dated June 13, 2008, against defendants Weini and Huani, and Coach and defendants Vani USA and LA Vani having decided to enter into a Final Judgment in lieu of a trial of this case, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. This Court has jurisdiction over the defendants Vani USA and LA Vani for the purpose of this Final Judgment on Consent, and the subject matter of this civil action and venue properly lies in this District.
2. As between the parties, Coach is the owner of the Coach Marks (as shown in Exhibit 1).

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3. Defendants Vani USA and LA Vani, and their officers, directors, servants, employees, and agents, and all those acting in concert and participation with them, are hereby permanently enjoined and restrained from importing, manufacturing, advertising, promoting, offering for sale, selling, purchasing, distributing, moving or transferring in commerce any leather and/or mixed material and/or imitation leather goods bearing the Coach Marks, namely the marks COACH, the Coach Signature C, the Coach Tag, the Coach Lozenge (as shown in Exhibit 1), or any confusingly similar marks, or any colorable imitations thereof (including the designs shown in Exhibit 2).

4. Defendants Vani USA and LA Vani, and their officers, directors, servants, employees, and agents, and all those acting in concert or participation with them, are hereby permanently enjoined and restrained from infringing the Coach Marks, from diluting the distinctiveness of the Coach Marks and from unfairly competing with Coach.

5. To ensure compliance with this Final Judgment, Coach shall have the right to monitor and inspect, at its own expense, up to 12 times over a period of 12 months from the entry of this Final Judgment, all facilities owned, operated or occupied by Vani USA and LA Vani in the United States. Coach shall have the right to enter onto the premises and conduct a full inspection of inventory during reasonable business hours upon 5 hours prior notice to defendants. The facilities that may be inspected and at the following locations:

Vani USA

Store:

130 West 30<sup>th</sup> Street, New York, New York

Warehouse:

1001 Irving Avenue, Brooklyn, New York

LA Vani

1058 S. Main Street, Los Angeles, California (until lease expires on Sept. 14, 2008)

2700 Yates Avenue, Commerce, California

6. If an inspection is refused or an inspection shall find that either Vani USA or LA Vani has violated the terms of this Final Judgment, then Vani USA or LA Vani, as the case may be, shall pay to Coach liquidated damages in the amount of \$50 per bag, Coach's costs of monitoring the facilities, and any attorneys' fees of Coach necessitated in enforcing compliance with this Final Judgment. Coach reserves the right to collect actual damages if the terms of this Final Judgment are violated.

7. Vani USA and LA Vani shall each pay to Coach the amount of \$20,000 as partial reimbursement of attorneys' fees incurred by Coach in this case by wire transfer or certified check within 20 days of entry of this Final Judgment. Upon receipt of such fees, Coach hereby releases and discharges Vani USA and LA Vani, respectively, and their officers, directors, servants, employees and agents, from all claims for damages, profits and attorneys' fees or for any other remedy or claim incurred prior to the entry of the Final Judgment. However, this release is not applicable to any claim by or Judgment in favor of Coach against Wein and Huami, and their officers, directors, servants, employees and agents.

8. Each party hereto shall bear its own costs incurred in this action.

9. The Court retains jurisdiction to enforce compliance with this Final Judgment.

10. All other claims and counterclaims are hereby dismissed and each party waives the right to appeal from this Final Judgment.

Dated: August 22, 2008  
New York, NY

So Ordered:  
  
Robert P. Patterson  
U.S.D.J.

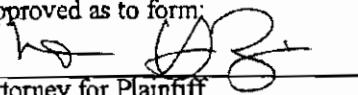
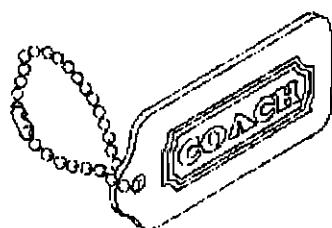
Approved as to form:  
  
\_\_\_\_\_  
Attorney for Plaintiff  
  
\_\_\_\_\_  
Attorney For Defendants Vani USA  
and LA Vani

EXHIBIT 1

**COACH**



# **EXHIBIT 2**



